

**JUDGE CASTEL**

5-638557  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MAERSK LINE,

Plaintiff,

- against -

AMC USA, INC.,

Defendant.

CIVIL COMPLAINT  
IN ADMIRALTY



Plaintiff MAERSK LINE, by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its Complaint against defendant AMC USA, INC., in personam, in a cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and the Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, et seq.

2. At all times hereinafter mentioned, plaintiff MAERSK LINE was and still is a corporation duly organized and existing under the laws of the State of Delaware with offices and a place of business at 6000 Carnegie Blvd., Charlotte, NC 28209.

3. Upon information and belief and at all times hereinafter mentioned, defendant had and now has the legal status and place of business as set forth in Schedule A.

4. On or about the dates and at the ports of shipment stated in Schedule A, certain goods were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's published tariff, all as set forth in Schedule A.

5. Thereafter, the goods were carried to the ports of destination and delivered to the defendant and/or its agents.

6. Plaintiff has performed all duties and obligations required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and refuse to remit payment of \$62,755.27, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$62,755.27 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of plaintiff's damages, together with interest thereon, costs, disbursements and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York  
September 4, 2007

LAW OFFICES OF  
ALBERT J. AVALLONE & ASSOCIATES

By

  
Albert J. Avallone - AA1679  
Attorneys for Plaintiff  
MAERSK LINE  
551 Fifth Avenue, Suite 1625  
New York, NY 10176  
(212) 696-1760

**I. Defendant's status & address:**

A. Upon information and belief and at all times hereinafter mentioned, defendant AMC USA, INC. was and still is a corporation organized and existing under the laws of the State of New Jersey, doing business in the State of New York, with offices and a place of business at Empire State Building, 350 Fifth Avenue, Suite 4213, New York, NY 10018.

**II. Details of shipment(s):**

1. Bill of Lading No. MAEU850210337, dated July 31, 2005, from Adelaide to Newark via Balboa on the Vessel JOSEPHINE MAERSK, one (1) twenty-foot container SAID TO CONTAIN: WINE RACK KITS, at the applicable tariff and/or Service Contract rate of \$3,262.00 (Exhibit A).

Amount Paid: \$0

Amount Due: \$3,262.00

2. Bill of Lading No. MAEU502834888, dated November 26, 2005, from Nelson to Sonoma via Auckland and Oakland on the Vessel KAPITAN MASLOV, one (1) twenty-foot container SAID TO CONTAIN: WINE, at the applicable tariff and/or Service Contract rate of \$4,982.00 (Exhibit B).

Amount Paid: \$0

Amount Due: \$4,982.00

3. Bill of Lading No. MAEU502889375, dated December 10, 2005, from Adelaide to Oakland via Melbourne on the Vessel ALBERT RICKMERS, one (1) forty-foot container SAID TO CONTAIN: WINE, at the applicable tariff and/or Service Contract rate of \$4,230.00 (Exhibit C).

Amount Paid: \$0

Amount Due: \$4,230.00

4. Bill of Lading No. MAEU504195852, dated March 6, 2006, from Nelson to Oakland via Auckland on the Vessel KAPITAN MASLOV, one (1) twenty-foot container SAID TO CONTAIN: WINE, at the applicable tariff and/or Service Contract rate of \$4,604.00 (Exhibit D).

Amount Paid: \$0

Amount Due: \$4,604.00

5. Bill of Lading No. MAEU504137718, dated February 14, 2006, from Melbourne to Baltimore via Balboa and Norfolk on the Vessel MAERSK DECATOR, one (1) twenty-foot container SAID TO CONTAIN: WINE, at the applicable tariff and/or Service Contract rate of \$4,714.00 (Exhibit E).

Amount Paid: \$0

Amount Due: \$4,714.00

6. Bill of Lading No. MAEU503352682, dated February 14, 2006, from Melbourne to Baltimore via Balboa and Norfolk on the Vessel MAERSK DECATUR, one (1) twenty-foot container SAID TO CONTAIN: WINE, at the applicable tariff and/or Service Contract rate of \$4,508.74 (Exhibit F).

Amount Paid: \$5.00

Amount Due: \$4,503.74

7. Bill of Lading No. MAEU504616270, dated April 16, 2006, from LeHavre to Newark on the Vessel MAERSK PECER, three (3) forty-foot containers SAID TO CONTAIN: PAPER, at the applicable tariff and/or Service Contract rate of \$1,695.00 (Exhibit G).

Amount Paid: \$0

Amount Due: \$1,695.00

8. Bill of Lading No. MAEU504580953, dated April 16, 2006, from LeHavre to Newark on the Vessel MAERSK PECER, five (5) forty-foot containers SAID TO CONTAIN: PAPER, at the applicable tariff and/or Service Contract rate of \$2,825.00 (Exhibit H).

Amount Paid: \$0

Amount Due: \$2,825.00

9. Bill of Lading No. MAEU504607822, dated April 23, 2006, from LeHavre to Newark on the Vessel MAERSK NASSAU, two (2) forty-foot containers SAID TO CONTAIN: PAPER, at the applicable tariff and/or Service Contract rate of \$1,130.00 (Exhibit I).

Amount Paid: \$0

Amount Due: \$1,130.00

10. Bill of Lading No. MAEU504658622, dated April 23, 2006, from LeHavre to Newark on the Vessel MAERSK NASSAU, two (2) forty-foot containers SAID TO CONTAIN: PAPER, at the applicable tariff and/or Service Contract rate of \$1,130.00 (Exhibit J).

Amount Paid: \$0

Amount Due: \$1,130.00

11. Bill of Lading No. MAEU504459784, dated April 3, 2006, from Nelson to Houston via Kingston on the Vessel NYSTED MAERSK, one (1) forty-foot Hi-Cube SAID TO CONTAIN: WINE, at the applicable tariff and/or Service Contract rate of \$9,083.53 (Exhibit K).

Amount Paid: \$0

Amount Due: \$9,083.53

containers SAID TO CONTAIN: PAPER, at the applicable tariff and/or Service  
Contract rate of \$2,260.00 (Exhibit L).

Amount Paid: \$0

Amount Due: \$2,260.00

13. Bill of Lading No. MAEU504509961, dated April 13, 2006, from  
Fremantle to Houston via Kingston on the Vessel MAERSK TAMPA, one (1)  
twenty-foot container SAID TO CONTAIN: WINE, at the applicable tariff and/or  
Service Contract rate of \$4,184.00 (Exhibit M).

Amount Paid: \$0

Amount Due: \$4,184.00

14. Bill of Lading No. MAEU504865413, dated May 21, 2006, from  
LeHavre to Newark on the Vessel MAERSK NAGOYA, four (4) forty-foot  
containers SAID TO CONTAIN: PAPER, at the applicable tariff and/or Service  
Contract rate of \$2,260.00 (Exhibit N).

Amount Paid: \$0

Amount Due: \$2,260.00

15. Bill of Lading No. MAEU504813675, dated May 28, 2006, from  
LeHavre to Newark on the Vessel MAERSK PECEN, five (5) forty-foot containers  
SAID TO CONTAIN: PAPER, at the applicable tariff and/or Service Contract rate of  
\$2,825.00 (Exhibit O).

Amount Paid: \$0

Amount Due: \$2,825.00



16. Bill of Lading No. MAEU504785742, dated June 3, 2006, from Nelson to Houston via Kingston on the Vessel MAERSK DEXTER, one (1) forty-foot container SAID TO CONTAIN: WINE, at the applicable tariff and/or Service Contract rate of \$9,067.00 (Exhibit P).

Amount Paid: \$0

Amount Due: \$9,067.00

III. Total Amount Due: \$62,756.27